

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**PAUL LI,
Plaintiff**

v.

**GENERAL INSURANCE COMPANY
OF AMERICA,
Defendant**

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CIVIL ACTION NO. _____

**NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. §§ 1332 and 1441(a) (DIVERSITY)**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant General Insurance Company of America (“GICA”), hereby petitions this Court pursuant to 28 U.S.C. §§ 1332 and 1446 for removal, on the basis of diversity jurisdiction, to the United States District Court for the Southern District of Texas, Houston Division, of the action styled *Paul Li v. General Insurance Company of America*, Cause No. 2015-31089, currently pending in the 269th Judicial District Court of Harris County, Texas (the “State Court Case”) and in support thereof would respectfully show this Court as follows:

**I.
FACTS**

1. Plaintiff filed suit in the State Court Case on May 30, 2015, as the result of his claim for uninsured/underinsured motorist benefits under automobile Policy No. Y7938625 issued by General Insurance Company of America. Plaintiff alleges that the “driver that hit Plaintiff’s car was an “underinsured motorist” as that term is defined” under “Tex. Ins. Code” and “the policy”.... Plaintiff’s Original Petition (the “Petition”) at ¶ V. Plaintiff alleges that he “sustained damages in excess of the liability insurance coverage for the other driver.” Petition at ¶ V. Plaintiff alleges that GICA agreed, through the policy to provide “Plaintiff uninsured and

underinsured motorist coverage up to \$100,000/\$300,000.” Petition at ¶ VI. Plaintiff seeks not only his damages as a result of the automobile accident, including physical pain, suffering and mental anguish, now and in the future, loss or reduction of earning capacity in the future, physical impairment now and in the future and disfigurement, past and future, but also additional damages which he alleges were caused by GICA’s handling of his claim. GICA denies that Plaintiff is entitled to these benefits or damages.

2. Defendant General Insurance Company of America was served with Plaintiff’s Original Petition and Citation on July 1, 2015. Defendant filed its Original Answer on July 27, 2015. A true and correct copy of all pleadings, process, orders, and correspondence served in this action is attached hereto as Exhibit “A” and incorporated herein by reference.

3. Plaintiff’s petition does not plead the amount of damages sought. However, Exhibit “A,” page 1, the Civil Case Information Sheet plainly shows that Plaintiff seeks over \$100,000 but less than \$200,000. Plaintiff pled that he suffered serious injuries as a result of the automobile accident and the tortfeasor driver’s policy limits are too low. Plaintiff’s policy has uninsured and underinsured motorist coverage up to \$100,000/\$300,000. Petition at ¶ VI. In addition to damages resulting from the automobile accident, Plaintiff seeks additional damages resulting from Defendant’s alleged bad faith in its handling of his claim, including three times his actual and mental anguish damages for alleged violations of the DTPA and Insurance Code, late payment penalties of 18% per annum pursuant to the Texas Prompt Payment of Claims Act, and attorney’s fees, which are also considered for ascertaining the amount in controversy for removal purposes. *See St. Paul Reinsurance Co. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998). Accordingly, Defendant believes Plaintiff seeks damages in excess of \$75,000.00, exclusive of interest and costs.

4. Complete diversity exists between the Plaintiff and Defendant now and so existed on the date of filing of the State Court case. Plaintiff is a citizen and resident of the State of Texas. GICA is an insurance company incorporated in the State of New Hampshire with its principal place of business in Boston, Massachusetts. GICA is a resident of New Hampshire and not the State of Texas.

5. This action is a civil action which may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. §§ 1441(a) and 1332(a) in that it is between citizens of different states; it is a civil action wherein the matter in controversy exceeds the sum of \$75,000.00, exclusive of interests and costs; and Defendant is not a citizen of the State of Texas.

II.

PROCEDURAL REQUIREMENTS

6. Pursuant to 28 U.S.C. § 1446(d), written notice of filing of this Notice will be given to all adverse parties promptly after the filing of this Notice.

7. Pursuant to 28 U.S.C. § 1446(d), a true and correct copy of this Notice will be filed with the District Clerk of Harris County, Texas promptly after the filing of this Notice.

8. Attached hereto and incorporated herein, are the following items:

Exhibit A: A true and correct copy of all pleadings, process, and orders served in this action.

Exhibit B: State Court docket sheet.

Exhibit C: List of all counsel of record.

Exhibit D: Index of all documents filed with the Court.

WHEREFORE, PREMISES CONSIDERED, Defendant General Insurance Company of America requests that this action be removed from the 269th Judicial District Court of Harris

County, Texas to the United States District Court for the Southern District of Texas, Houston Division, and that this Court enter such further orders as may be necessary and appropriate.

Respectfully submitted,

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By: /s/ Catherine L. Hanna

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**ATTORNEYS FOR DEFENDANT GENERAL
INSURANCE COMPANY OF AMERICA**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded via e-service and/or facsimile on this 31st of July, 2015 to:

Via Facsimile: 713.807.8434

THE CRIM LAW FIRM, P.C.
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/s/ Catherine L. Hanna
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